

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LA HABRA AND THE
LA HABRA POLICE ASSOCIATION/CIVILIAN EMPLOYEES
FOR THE YEAR JULY 1, 2013 THROUGH JUNE 30, 2014



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Pursuant to Resolution No. 1759 of the City of La Habra (hereinafter referred to as "City") and the Meyers-Milias-Brown Act, the duly authorized representatives of the La Habra Police Association/Civilian Employees (hereinafter referred to as "Association") have met and conferred in good faith with the duly authorized appointees of the management representatives of City; and it has mutually been agreed to submit and recommend to City Council of the City of La Habra, the adoption of a salary resolution including the following position classifications and salary schedules set forth herein and other changes in compensation as noted below.

ARTICLE ONE – EMPLOYEE AND EMPLOYER RIGHTS

SECTION I. Employee Rights:

Employees of this unit shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer/employee relations including, but not limited to, wages, hours and other terms and conditions of employment. Employees of City also shall have the right to refuse to join or participate in the activities of employee organizations. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by City or by any employee organization because of his/her exercise of these rights.

SECTION II. Management Rights:

All rights of the employer not specifically limited by the terms of this Memorandum of Understanding (hereinafter referred to as "MOU") are hereby reserved to the employer. Further, it is understood by the parties that the meet-and-confer process resulting in this MOU provided ample opportunity for all matters to be considered and this MOU shall not be construed to contain any matter not specifically set forth. The exclusive management rights of the employer are included, but not limited, to the right to:

- A. Direct the work of its employees.
- B. Hire, promote, demote, transfer, assign, classify, lay off and retain employees in positions with City.
- C. Discipline employees for proper cause.
- D. Take action as may be necessary to carry out the mission of City in emergencies.
- E. Determine methods, means and personnel by which operations are to be carried on.
- F. Determine the budget, organization and the merits, necessity and level of activity or service provided to the Public.
- G. The special assignment rotation policy shall provide for what has been commonly discussed as a 3-1-1 process whereby the initial period of assignment is generally three years, with two subsequent extensions of one year being available subject to the requirements of the policy.

ARTICLE TWO - COMPENSATION

SECTION I. Salary Schedule:

- A. The City will agree to not furlough group members during the contract term of July 1, 2013 through June 30, 2014.
- B. The City agrees to continue merit based step increases for eligible staff who receive an overall performance rating of "Competent" or better.
- C. The City will provide a one-time lump sum four (4%) percent pay adjustment to all non-probationary full-time employees who are at "top step" by or before June 30, 2013. The calculation of the one-time pay adjustment will be as follows: base hourly rate x 2,080 hours x .04
- D. Effective with the first payroll period including July 1, 2013, the base salary of employees who were hired prior to July 1, 2010, shall be increased by two and a half percent (2.50%). The base salary of employees hired on or after July 1, 2010, shall not be increased. A revised salary schedule shall be prepared to reflect the increased salary range for each classification in the bargaining unit based on whether employees in the classification were hired before, or on or after, July 1, 2010.

SECTION II. Salary Steps (Salary Resolution Attached):

The 2.5% longevity program for employees with 10 or more years of service is discontinued. Employees will no longer receive 2.5% longevity pay. In lieu of the longevity program, the salary schedule has been extended to include Steps F through J. For initial eligibility and placement on the schedule (Steps F through J) at 7/1/96, the following provisions shall apply:

- A. No employee will be placed above Step H initially, regardless of the number of years of service worked as of 7/1/96.
- B. Employees who are currently at Step E of their classification will only be eligible for Steps, F, G or H, if they have been at Step E for at least 2 1/2 years, and if they are within six months of completing 6 years, 8 years, or 10 years of continuous full-time service, respectively. Employees will be placed at the appropriate step and will be eligible to proceed to the next step after working the required period of time.
- C. Employees who are not at Step E, and those who are at Step E, but are not within six months of completing 6 years of continuous service of their classification, will progress through the steps of the scale as indicated by the time periods in the scale. Employees must serve the required time period in each step in order to be eligible for a step increase.
- D. All step increases are based on merit and must be recommended by the employee's supervisor.
- E. City and Association have agreed in side letter on the placement of employees on the new salary schedule.

SECTION III. Special Duty Pay:

Subject to approval by the Chief of Police, Police Records Specialists who are assigned to the Records Division of the Police Department and routinely perform physical searches of female arrestees will be eligible for Special Duty pay of \$50 per month. Records Specialists assigned to the court, administration, or other areas that do not routinely perform physical searches of females are not eligible for Special Duty pay; however, this does not relieve them of their duty to perform physical searches of females when necessary.

SECTION IV. Training Pay:

- A. **Dispatch Training:** Two positions in dispatch will be eligible for training allowance at five (5%) percent, for a minimum of two pay periods while training.
- B. **ACO Training:** One ACO position will be eligible for training allowance at five percent (5%), for a minimum of two pay periods while training. For purpose of definition, training shall be defined as the assigned responsibility of training a new employee performed by an employee who is not classified as a supervisor. Employee receiving training premium may not schedule vacation during the training period and must be available for the full training period to receive the training premium. If trainer should become ill during the training and is unable to complete assigned training, premium shall be prorated and the remainder assigned to another employee.
- C. **Records Training:** Records Specialists to receive 5% for training new employees. Two positions in Records will be eligible for training allowance at 5% for a minimum of two pay periods while training.
- D. **CSO Training:** One CSO position will be eligible for training allowance at five percent (5%), for a minimum of two pay periods while training. For purpose of definition, training shall be defined as the assigned responsibility of training a new employee performed by an employee who is not classified as a supervisor. Employee receiving training premium may not schedule vacation during the training period and must be available for the full training period to receive the premium. If trainer should become ill during the training and is unable to complete assigned training, premium shall be prorated and the remainder assigned to another employee.

SECTION V. Annual Training Fund:

Establish an annual fund in the amount of \$1,000 to be used for civilian employees for reimbursement of preapproved educational expense (job related) including tuition, laboratory fees, books, and parking fees. The annual training fund of \$1,000 is continued, with approval for use being granted through the chain of command.

SECTION VI. Acting Pay:

Employees who are assigned to work in a higher-level position will be compensated an additional 5% above their base pay, only if the employee works one complete workday or longer in the position.

SECTION VII. Lead Assignments:

City agrees to establish four lead assignments, two in Records, and two in Communications. Lead assignments will be compensated at an additional 5% above the base pay hourly rate. Management will determine the criteria and selection for lead assignments.

SECTION VIII. Overtime:

- A. Overtime shall be paid at one-and-one-half (1 1/2) times the straight hourly rates for all hours exceeding forty hours in any one work week. When employees are called out after completing their shifts, they shall be paid a minimum of four hours. All time, including the first half-hour, will be compensatory time off or paid at the employee's option, when an employee works more than one-half hour. For the purpose of calculating overtime, paid sick leave will count as time worked in arriving at forty hours.
- B. Compensatory time off shall not be used to earn overtime. However, in a case where the employee has prior approval of their supervisor to utilize comp time to be absent, and additional unscheduled hours are worked as a result of supervisory orders, then the employee shall have the option to either receive compensation at the applicable overtime rate, or to cancel the request to utilize comp time off for that work period.

SECTION IX. Call/Court Time:

Effective July 1, 2000, City agrees to implement the same court on-call language and compensation as that adopted through letter of agreement by the Police Sworn Group on April 20, 1999, entitled Court Related Compensation Issues.

It shall be the policy of the La Habra Police Department to compensate its full time employees for "on-call" and court appearances in accordance with the following procedures.

A. Definitions:

Court: In most instances the Court is the facility in which judicial proceedings occur. In the majority of cases the Court will be the Orange County Superior Court at the North County Justice Center in Fullerton or another Superior Court. In other situations, the term Court may apply to a location where DMV, ABC, or Parole hearings take place, and it may also include a location where deposition(s) are to be taken or other legal hearings are to be conducted.

Court Liaison Office: The Court Liaison Office is a working element of the La Habra Police Department for among other things to facilitate the subpoena, on-call, appearance, and proper compensation of La Habra Police Department employees.

Eligible Employee: The provisions of this letter of agreement shall apply to all full time personnel that are members of the Police Civilian bargaining group.

Notification: Notification is the process of informing an eligible employee about the status of a case for which he/she has been subpoenaed. Whenever an eligible employee is to be notified of the need to appear, there will need to be a telephonic conversation with the employee or other responsible person taking phone calls for the employee. Upon being so notified, the employee shall not attempt to question the need for the appearance with the Court Liaison staff. Any inquiries should be made to the Watch Commander. Whenever an eligible employee is being notified of a change to an "Off Call" status, the notification may be made to an acceptable answering device.

On Call: "On-Call" is a privilege granted by the Court or other legally established proceeding, wherein a person under subpoena is allowed to remain at home, work, or wherever; provided that that person can be contacted and immediately respond to the Court or designated location within one hour. Upon arrival at the court, the employee is to be

properly attired and prepared to participate in the matter for which (s) he was under subpoena.

Sessions: Sessions are the two portions of the court day. The AM Session occurs before the lunch break and the PM Session occurs after the lunch break.

Subpoena: Subpoena is an order from a court or other legally established proceeding, requiring the appearance of the person so named, to appear as indicated, under penalty for failure to appear.

Trailing: “Trailing” refers to a matter that has been scheduled for a specific date but for various reasons, including by order of a judge or presiding official, trails to the following or subsequent day(s). Persons under subpoena for the scheduled court date remain under subpoena for the “trailing” day(s) unless excused by the Court Liaison Office, Court, or person presiding over the legal proceeding.

B. Subpoena Processing and Service Procedures:

1. Whenever possible, subpoenas related to official duties of a full time employee shall be presented and accepted on behalf of the subpoenaed employee at the Court Liaison Office located in the North Justice Center, 1275 N. Berkley Avenue, Fullerton, CA 92835.
2. Upon receipt, the Court Liaison Staff shall review the subpoena for acceptance.
 - a. If rejected, the subpoena shall be returned to the issuing entity with an explanation for the rejection (i.e. employee’s scheduled vacation).
 - b. If accepted, the subpoena shall be logged into the subpoena database for tracking.
3. Upon completion of the logging process, the subpoena shall be delivered to the La Habra Police Department for delivery to the affected employee in accordance with Department Procedures.
4. Upon acceptance, the employee is responsible to fulfill the obligation of the subpoena.

C. On Call Procedures and Compensation:

1. **Off Duty:** An off duty employee under subpoena shall provide the Court Liaison Office with a phone listing or notification indicating where and how they wish to be reached by voice and/or page notifications. Should the employee be needed to appear for court or be taken off-call, the Court Liaison Office will make notification as agreed. In the event of an appearance notification in which the Court Liaison Staff is unable to contact the employee, the employee shall be ineligible for compensation. In the event an employee in an on-call situation becomes unable to respond as required due to an unforeseen situation, the employee shall immediately notify the Bureau/Watch Commander who shall then notify the Court Liaison Office. Upon returning to duty, the employee shall prepare a memorandum to their Bureau Commander explaining the circumstances. In this case, the Bureau Commander will make a decision regarding on-call compensation.

2. **On Duty:** An “On-Duty” employee is presumed to be available for court. If needed in court, the Court Liaison Staff shall first notify the employee’s bureau/watch commander or supervisor and provide him/her with the details of the appearance situation. The eligible employee will then be provided with the appearance information. It is essential that the commander/supervisor be informed of the employee’s absence prior to responding to court. When making “off-call” notification to an on duty employee, the Court Liaison Office shall leave a message with the employee or his/her voice mailbox.
3. **Multiple Subpoenas:** If an employee is on-call for multiple subpoenas, the eligible employee shall notify the Court Liaison Office so that they can facilitate and coordinate appearances with the respective courts to avoid unnecessary delays or dismissals.
4. **Compensation:**
 - a. An eligible employee shall be deemed “Off-Call”, (and not entitled to compensation) once the Court Liaison Office or other competent authority makes notification. It is the obligation of the employee to check their voice mail or other agreed method of notification (pursuant to Section IX, A) to determine whether or not they remain under subpoena.
 - b. An eligible employee who reports for work between 5:30 AM and 2:29 PM on the same day that they are under subpoena shall not be eligible for “On-Call” compensation. The intent of this provision is to compensate only those employees who must make themselves available on their personal time off due to a subpoena.
 - c. A daytime employee cannot take an approved day off (i.e., sick, vacation, holiday, personal or comp day) and be “On-Call” simultaneously. The intent of this provision is to preclude eligible employees from taking an elective day off and gaining “on-call” compensation.
 - d. Eligible employees who have completed their workday yet remain under subpoena shall not receive on-call compensation. However, the employee may remain on duty at their duty assignment until taken off-call or upon closure of the Court Day (normally 5:00 PM). In those instances, the employee shall be compensated at time-and-a half for the work time that exceeds their scheduled workday.
 - e. If an employee under subpoena is not relieved from the subpoena by 5:00 PM of the business day preceding the date of the subpoena, then the employee shall be considered to be “On-Call” and shall be eligible for “On-Call” compensation (other than either of paragraphs IX, 4, b, c, or d above).
 - f. If an eligible employee is “On-Call” on a court day that the employee is scheduled to work, the employee shall receive the following on-call compensation (other than either of paragraphs IX, 4, b, c, or d, above):
 1. **Swing Shift Employees:**
 - a. (AM) Morning on-call: Employees will receive 4 hours of on-call straight time compensation.
 - b. (PM) Afternoon on-call/appearance:
 - 1) Afternoon on-call: Employees will receive 1 hour of on-call straight time compensation (from 1330 to 1430); **OR**

2) Afternoon appearance: Employees will receive 1 hour of compensation (from 1330 to 1430) at time and one-half (1 ½ X).

2. **Graveyard shift employees:** Employees will be compensated for 4 hours of on-call compensation at straight time for AM or PM subpoenas (a total of 4 hours for the day).

g. If an eligible employee is “On-Call” on a court day that the employee is not scheduled to work, (and is not off on sick leave, vacation, holiday, personal day, or comp time), then the employee shall receive 4 hours of straight-time compensation.

h. In no event will an employee receive compensation for more than one subpoena for the same period of the same day.

D. Court Appearances and Compensation:

1. **On Duty Appearances:** An on duty employee required to appear in court, shall not normally receive additional court time compensation. However, an eligible employee who is required to remain at the court beyond the term of his/her normal workday shall receive overtime, provided that the employee has worked the full term of the normal workday. Eligible employees who are required to appear prior to the beginning of their daytime workday must inform their supervisor of the situation, and shall receive overtime if required to work beyond their normal workday.

2. **Lunch Breaks:** Off duty employees at court will not be compensated during the lunch break.

3. **Off Duty Appearances:** It is the employee’s responsibility to inform the Court Liaison Office of their arrival and completion times. If the appearance is in a court other than the North Justice Center, then this notification should be accomplished by telephone.

4. **Compensation – With Subpoena:**

a. **AM Session Appearance:** When an eligible, off duty employee is called into court or other venue for the AM session, the employee shall only receive their “On-Call” compensation (4 hours of straight time).

b. **PM Session Appearance:** When an eligible, off duty employee is called into court for the PM Session, the employee shall be paid 3 hours, straight time compensation. Should the time at court (excluding the lunch break) exceed 3 hours, the off duty eligible employee shall be compensated at time-and-one-half for the entire time spent at court. In this situation, an eligible employee who is both “on-call” for the AM Session and then must appear in court during the PM Session would be eligible to receive both the on-call (4 hours of straight time) and appearance compensation.

c. **AM and PM Sessions Appearance:** When an AM Session appearance continues into the PM Session, the eligible employee is entitled to the combined amount of the “On-Call” and appearance compensation, up to 7 hours pay at straight time. When an appearance (not including lunch break) exceeds 7 hours in length, the employee will receive only the appearance pay at time-and-one-half.

d. **OMTD or FTA:** If the matter is dismissed on behalf of the employee (such as OMTD or FTA), the employee may not be eligible for any compensation. A

determination will be made upon evaluation of the employee's memo to their supervisor regarding their actions.

5. **Compensation – Without Subpoena:** If an off duty, eligible employee is called into court on a matter for which (s) he has not been subpoenaed, upon appearance, the employee shall receive 4 hours compensation at straight time. Should the time at court (excluding the lunch break) exceed 4 hours, the off duty eligible employee shall be compensated at time-and-one-half for the entire time spent at court.
6. **Parking Reimbursement:** The City will reimburse employees for duty related court appearance, parking expenses. It is the employee's responsibility to submit a parking receipt, subpoena and a "Revolving Fund" Payment Request (green) form for reimbursement.
7. **Court Time Payroll Request:** It is the eligible employee's responsibility to properly complete the Court Time Payroll Request form and to indicate the number of hours and type of compensation that is expected. Upon completion, the form shall be submitted to a supervisor for review and approval. The choice of compensatory time or pay is at the employee's option, unless the employee exceeds the FLSA accrual limits for compensatory time.

SECTION X. Stand-By/On-Call Pay:

Animal Control Officers who are on stand-by will be compensated as follows:

Monday – 1.5 hours stand-by pay;
Tuesday – 1.5 hours stand-by pay;
Wednesday – 1.5 hours stand-by pay;
Thursday – 1.5 hours stand-by pay;
Friday – 1.5 hours stand-by pay;
Saturday, Sunday and holidays – 4 hours stand-by pay.

Stand-by is paid at straight time hourly rate of pay.

SECTION XI. Shift Differential:

Shift Differential pay is as follows:

- A. Day watch, no shift differential;
- B. Swing shift, .25/hour;
- C. Graveyard, .50/hour

Employees are eligible for shift differential pay if the preponderance of their regularly scheduled shift falls within the listed hours. Employees are not eligible for partial hours, or combined levels of shift differential pay (i.e., employees will only receive one shift differential rate, either swings or graves).

Any changes in the shift differential schedule will be approved by the Chief of Police or his designee.

The current assigned shifts are:

- A. CSOs: 0530 to 1530 (days); 1100 to 2100 (swings); 2000 to 0600 (graves);
- B. Records: 0630 to 1530 (days); 1430 to 2330 (swings); 2230 to 0730 (graves);

- C. ACOs: 0600 to 1600 (days); 0900 to 1900 (considered days); 1200 to 2200 (swings); no “graves” for ACOs;
- D. Dispatchers: 0600 to 1800 (days); 1200 to 2400 (swings); 1800 to 0600 (graves).

SECTION XII. Bilingual Pay:

City has established a bilingual-specialty pay for unit members who are required to provide bilingual services. The employees will be required to pass a qualifying written and/or oral examination to qualify for the additional compensation.

- A. Effective January 1, 2008, the City agrees to increase bilingual pay to \$125 per month.
- B. City will eliminate the reading comprehension portion of the bilingual examination in determining eligibility for bilingual pay.
- C. Effective July 1, 2011, individuals demonstrating “conversational” fluency as measured by the City shall be eligible to receive a \$25 per month bilingual payment.
- D. Effective January 1, 2012, individuals demonstrating “conversational” fluency as measured by the City shall be eligible to receive an additional \$25 per month for a total of \$50 per month bilingual payment.

SECTION XIII. Uniform Allowance:

- A. The City will provide uniforms for all non-sworn employees except Senior Police Secretary, PBX Operator and Community Service Officers assigned to youth services. These uniforms will be replaced, as needed, as determined by the Chief of Police or his designee. A uniform-maintenance allowance will be provided at the rate of Four (\$4.00) Dollars per week for all those employees wearing uniforms, except that the Animal Control Officers will receive Eight (\$8.00) Dollars per week. Uniform-maintenance allowances shall be paid on an annual basis, with the first paycheck in December. Should an employee leave the service prior to the December date, a prorated share earned will be paid.
- B. Effective July 1, 2001, the uniform maintenance allowance for Community Service Officers and Animal Control Officers will be increased to \$500 per year. All other civilian personnel will continue to receive \$425 per year.
- C. Effective December 1, 2005, the City agrees to pay uniform allowance to employees in a separate check.

ARTICLE THREE – FRINGE BENEFITS

SECTION I. Insurance:

The City and the Police Association have agreed to work out a change from present Retirement System. This is to be accomplished at no cost to the City and is to be effective July 1, 1987. This will entail a cafeteria plan, and will include retirees at the minimum contribution. Additionally, all employees hired within this employee group after June 30, 1987, will receive single coverage only for the first twelve months of employment and regular benefits after the first year.

- A. Effective October 1, 1987 City agrees to a bona fide benefit cafeteria plan allowing insurance contribution to be used for Health, Dental, Life, LTD in such amount as the employee may elect in any of the above programs.
- B. If an employee has been laid off and returns to work in a full-time capacity in another position, other than the one from which (s)he was laid off, and the return to another position occurs within one year of the layoff, retirement and health benefits will be restored at the level received at time of layoff.
- C. Letter agreement dated September 29, 2005- effective October 4, 2005, the City and Police Association- Civilian Employees agree to discontinue the two-tier insurance contribution system for Police Association- Civilian employees with less than twelve months of service. New hire employees will receive the maximum City contribution for insurance.
- D. Effective July 1, 2013, the City will increase its current insurance contribution by \$70 per month to a maximum of \$1,005 per month on a use or lose basis.
- E. **Opt-Out Option:** The City will pay \$150 per month to each employee choosing to opt-out of the medical insurance plan. This contribution is the maximum monthly contribution to that employee for the opt-out bonus and all other benefits required and/or those that are optional. The employee shall submit proof of medical insurance coverage to the Deputy Director of Administrative Services prior to opt-out approval.
- F. Effective January 1, 2014, the City will provide enhanced Delta dental insurance plan coverage, with any resulting increase in premium costs to be paid from the City's monthly insurance contribution, if available. Premium costs in excess of the City's contribution will be paid by the employee.
- G. Effective January 1, 2014, the City will provide vision plan coverage, with the premium costs to be paid from the City's monthly insurance contribution, if available. Premium costs in excess of the City's insurance contribution will be paid by the employee.

SECTION II. Long Term Disability Insurance:

Effective December 1, 1994, City and Association agree that LTD premiums will be entirely employee-paid (from taxed income) and will no longer be paid through City's insurance contribution. City agrees to implement Delta Dental Program IV, contingent on Association members paying their own LTD premiums, whereby the increase in dental premiums and savings from LTD plan offset each other.

SECTION III. Public Employees Retirement System:

A variety of modifications have been agreed to in the PERS system and are listed in chronological order:

- A. Effective July 1, 1981, City will pay one-half of the employee's portion of their contribution to PERS, according to Section 20615, with the payment being credited to the individual employee's account.

- B. Effective January 1, 1982, City will pay all the employee's contribution to PERS, according to Section 20615, with the payment being credited to the individual employee's account.
- C. Effective October 1, 1982, City will not pay the employee's contribution to PERS during the probationary period and will, upon successful completion of 15 months, pick up the employee's contribution as outlined above.
- D. Effective July 1, 1999, City agrees to amend the Public Employees' Retirement contract to provide Section 21354 (2% @ 55 Formula).
- E. All employees hired on or after July 1, 2010 shall be required to pay the full seven percent (7%) of PERS eligible income as the Employee Share. The payments will be made on a pre-tax basis in accordance with the Internal Revenue Service guidelines. Employees hired during the term of this contract (July 1, 2010 through June 30, 2011) will not be subject to the 125 furlough hours for fiscal year 10/11 only.
- F. City shall modify its PERS contract to provide the 2% @ 60 retirement formula and average of three highest years for all non-safety members hired on and after the effective date of such PERS contract amendment, which shall occur no later than June 30, 2012.
- G. Effective with the first payroll period including July 1, 2013, employees who were hired before July 1, 2010 shall contribute three percent (3%) of their compensation to fund CalPERS pension costs. Employee contributions shall be made through payroll deductions. This provision shall have no effect on employees who were hired on or after July 1, 2010.
- H. Effective July 1, 2013, the City will provide an early retirement incentive program for those electing to retire on or before December 31, 2013. The incentive shall consist of 24-months of continued medical insurance contributions from the date of retirement in an amount not to exceed the regular insurance contribution by the City for the bargaining unit.

SECTION IV. Retirement Health Savings Plan:

The City and POA have mutually agreed to establish a Retirement Health Savings Plan to be funded by employee contributions.

- A. All groups will contribute \$20.00 a month to the plan.
- B. In addition, all sub-groups will have the following money allocated to the plan upon separation from the City as follows:
 - 1. Property Technicians, Records Specialists, Records Supervisor, and Police Chief Secretary:

<u>Years of Service</u>	<u>Leave Allocation</u>		<u>Vac/Holiday</u>
	<u>Sick Time*</u>	<u>Comp Time</u>	
25+ years	100%	100%	0%
20-25 years	50%	0%	50%
15-20 years	50%	0%	50%

10-15 years	50%	0%	50%
5-10 years	100%	100%	100%
0-5 years	50%	0%	50%

2. Community Service Officer, Community Service Officer II, Animal Control Officer, Sr. Animal Control Officer, and Youth Service Officer:

<u>Years of Service</u>	<u>Leave Allocation</u>		
	<u>Sick Time*</u>	<u>Comp. Time</u>	<u>Vac/Holiday</u>
25+ years	100%	0%	0%
20-25 years	50%	0%	50%
15-20 years	50%	0%	50%
10-15 years	50%	0%	50%
5-10 years	50%	0%	50%
0-5 years	50%	0%	50%

3. Dispatcher, Dispatch Supervisor, Support Services Manager:

<u>Years of Service</u>	<u>Leave Allocation</u>		
	<u>Sick Time*</u>	<u>Comp. Time</u>	<u>Vac/Holiday</u>
30+ years	100%	0%	0%
25-30 years	50%	0%	0%
20-25 years	50%	0%	50%
15-20 years	50%	0%	50%
10-15 years	50%	0%	50%
5-10 years	50%	0%	50%
0-5 years	50%	0%	50%

* (Note: eligible sick leave payoff is currently 25% after 5 years of service and 50% after 10 years of service up to the maximum cap of either 1280 hours or 800 hours depending on hire date; vacation is paid off at 100%).

ARTICLE FOUR – LEAVES

SECTION I. Vacation Leave:

Vacation Accrual System:

- A. 1 through 4 years = 80 hours
- B. 5 through 9 years = 120 hours
- C. 10 through 14 years = 160 hours
- D. 15 years and over = add 8 hours per year to 200 hour maximum.
- E. Effective January 1, 2013, Police Association agrees to a change from the current monthly sick and vacation accrual system to a biweekly sick and vacation leave accrual system.

Employees are not permitted to use leave prior to its accrual (i.e., no negative vacation hours).

Pursuant to Personnel Rules and Regulations, Section 502.2(12), the maximum allowable accumulation of vacation leave shall be two (2) years of annual accrual. Employees will not accrue vacation hours in excess of this amount. This rule will be reinstituted effective January 1, 2003.

SECTION II. Vacation Buy Back:

- A. Effective July 1, 2002, each employee in this unit may buy back up to a maximum of 120 hours of vacation or compensatory time in a calendar year, provided the employee takes off a minimum of two weeks of vacation time during the same calendar year.
- B. Effective July 1, 2013, the number of vacation buy back hours an employee in this unit may buy back is up to a maximum of 80 hours of vacation or compensatory time in a fiscal year, provided the employee takes off a minimum of 80 hours of vacation time during the same fiscal year. On a case-by-case basis, with a showing of demonstrable evidence of a financial hardship, the Chief of Police, with the concurrence of the City Manager, may allow an employee to exercise the buyback option for more than 80 hours during the fiscal year. Examples of financial hardship could include foreclosure of or eviction from a primary residence or a major illness. This provision is effective through June 30, 2014.

SECTION III. Vacation Funding of Release Time:

Every Unit Member may contribute 0.25 hours of vacation time each payroll period to a “bank” that shall be available for use by members of the Association Board of Directors for purposes of attending employment relations-related conferences, training/educational programs and for the conducting of Association-related business. The “Board of Directors” shall be defined as including only the Association President, Vice President, Secretary, Treasurer, and any three (3) additional Association members who have been elected as members of the Board. Use of any such hours shall be subject to all rules and regulations governing use of other types of leave time. In no case shall the “bank” have in excess of 750 hours in its account. Hours shall be distributed at the hourly rate of the particular Board Member utilizing the time off. Banked time utilized by any Board Member shall not be considered hours worked for purposes of computing overtime or for any other purposes.

SECTION IV. Holidays/Compensatory Time/Personal Leave:

A. Holiday Leave:

- 1. Of necessity, holidays may not be taken on the actual day of the holiday. All accumulated holidays (ten) must be taken by said personnel in time off. Holidays may be taken off one day per month until all time is repaid to the employee, which is eighty (80) hours. Should employees desire to add holidays to their annual vacation, or take time at more than one day per month, they may do so by requesting such days at the same time as they request their annual vacation. The maximum holiday time to be taken in any month shall be forty (40) hours, including the month of annual vacation, and shall be approved by the Chief of Police insofar as the availability of additional time. Other holidays will be scheduled with the shift commander, will require a minimum of forty-eight (48) hours’ notice and may be subject to denial on the basis of the overtime related cost of granting such use and/or any other basis where it is determined by the shift commander that use of CTO would negatively impact the efficient operation of the Department.

2. Effective July 1, 2000, holidays will be compensated at the same number of hours an employee works in a workday.
3. Employees may convert unused holidays to compensatory time at the end of each calendar year, provided they have not reached the maximum allowable compensatory time cap.

B. Compensatory Time Off:

1. Compensatory time off will be scheduled with shift commander, will require a minimum of forty-eight (48) hours' notice and may be subject to denial on the basis of the overtime related cost of granting such use and/or any other basis where it is determined by the shift commander that use of CTO would negatively impact the efficient operation of the Department.
2. The City agrees to increase the maximum accrual cap for compensatory time account to 480 hours for Communications Operators only. Effective July 1, 2013, the maximum compensatory time accrual cap will be reduced from 480 hours to 440 hours for Communications Operators and from 240 hours to 210 hours for all other employees.

- C. **Personal Day:** All members of this unit are granted a personal day, each calendar year, of paid time off for personal business which may be used in one-hour increments and may be used to supplement 8 hour holidays. The number of hours paid for this personal day only will be based on the number of hours the employee normally works per day (i.e., employees working 3/12 = 12 hour personal day; employees working 4/10 = 10 hour personal day; employees working 9/80 = 9 hour personal day; employees working 5/40 = 8 hour personal day). Any portion of personal benefit remaining at the end of each calendar year shall be lost and shall not be carried over to the next year. Personal days are not counted as time worked in the calculation of overtime.

- D. Employees requesting time off will not be permitted to be Absent Without Pay (AWOP) if they have eligible vacation, holiday, personal day, and/or compensatory leave available, unless there are extenuating circumstances which are presented in writing and approved, in advance, by the Department Director.

SECTION V. Hardship Transfer:

Effective July 1, 1996, non-sworn employees will be permitted to transfer a maximum of 30 hours per month of accrued vacation or compensatory time only, to another City employee's leave accounts. Employee offering the transfer must have a minimum of 40 hours of leave banked prior to the transfer. For purposes of definition, hardship shall mean medical or family situation which causes an employee to be absent from work for an extended period of time, and which is designated as such by the Chief of Police, or his designee. A form exercising this option shall be completed prior to the transfer.

SECTION VI. Sick Leave:

- A. Employees hired on or after October 1, 1984 will receive the same sick-leave benefits except that maximum accumulation shall be one hundred (100) days.
- B. Effective December 1, 1989, employees with five or more years of continuous service will be paid 25% of accumulated unused sick leave on termination of employment.

Employees leaving the service after ten years of continuous service for reasons of retirement or voluntary termination will be paid for 50% of accumulated unused sick leave.

SECTION VII. Family Sick Leave:

In accordance with A.B. 109, employees in Association may utilize up to a maximum of forty-eight (48) hours per calendar year of accrued sick leave to care for the illness of the employee's child, parent, or spouse.

SECTION VIII. Bereavement Leave:

Bereavement leave shall be granted to an employee who is absent from work by reason of death in the immediate family.

- A. Bereavement leave shall not exceed three (3) calendar days with pay.
- B. Immediate family shall mean father, mother, sister, brother, spouse, child, mother-in-law, father-in-law, and grandparents.

ARTICLE FIVE – GENERAL/MISCELLANEOUS PROVISIONS

SECTION I. Employee Units:

Effective July 1, 1977, the present Police Association Unit, for the purpose of meet-and-confer, shall be divided into two groups. The groups shall be: (1) all sworn personnel and (2) non-sworn personnel. For the purposes of meet-and-confer, each unit shall determine, by an election, those individuals they desire to represent them. Employees in both units shall be covered under the July 1, 1977 through June 30, 1978 Memorandum of Understanding affecting them.

SECTION II. Conflict of Interest:

The State of California has passed a Conflict of Interest Law which may affect all or part of City's employees. Should an employee be required to file a financial statement, or other statement, as a result of the Conflict of Interest Law, the employee shall do so.

SECTION III. No Strikes, Slowdowns or Sick Outs:

Association's non-sworn employees agree that Association will not sponsor, or sanction a strike, work stoppage or slowdown; and they further agree they will not use sick leave as a method of not reporting as assigned for their regular work schedule.

SECTION IV. Use of City Buildings:

When Association is using City Buildings for the purpose of meet-and-confer or other Association business, it first shall receive permission from the Chief of Police three days prior to such use. In the event of an emergency meeting, the Chief of Police may approve the use of City Buildings based on availability and other conditions existing at the time of the request.

SECTION V. Seniority:

Seniority will be used in the following processes; and, for these purposes, will be defined as time-in-grade:

- A. Seniority will be the determining factor in scheduling vacations, except for voluntary shift transfer by employees.
- B. Seniority will be the primary criteria in determining holiday and compensatory time off but will be subject to the needs of the Department. Bumping of previously-scheduled time off will not be permitted. Denial can informally be appealed to the Chief of Police.
- C. Seniority will be considered in assignments and work schedules but will not be the determining factor. A request for the reason that seniority is not followed, in any of these instances, may be made; and, if requested, must be answered in writing.

SECTION VI. Discipline and Grievances:

Discipline and grievance procedures are outlined in the Police Department Rules and Regulations and City Personnel Rules.

SECTION VII. Transfers:

City agrees it will not effect a permanent transfer without twenty-four hours' notice to the employee, however, this does not preclude temporary assignments on an emergency basis.

SECTION VIII. Other Agreements:

The City and Civilian Employees' Group agree to modify Sections 310.2(9) and 303.2(16), of the Personnel Rules and Regulations, to allow for an administrative hearing in place of a Skelly hearing for promotional probationary employees.

SECTION IX. Scope of Memorandum of Understanding:

It is understood and agreed that this MOU affects and applies only to the La Habra Police Association non-sworn personnel, and the employees within the scope of their representation, and the City of La Habra.

Police Association agrees to continue discussions with City Representatives on the training and travel reimbursement policy.

Police Association and City Representatives have agreed on implementing the administrative appeal process in relation to the special assignment rotation policy.

All remaining terms and conditions of the existing Memorandum of Understanding not specifically modified herein shall remain in full force and effect.

DATED this ____ day of _____, 2013.

CITY OF LA HABRA

LA HABRA POLICE ASSOCIATION

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

EXHIBITS

Exhibit "A"

Salary Schedule

EXHIBIT "A"

EFFECTIVE JUNE 29, 2013		START	AFTER	MERIT + ONE YEAR							
POLICE - CIVILIAN		RATE	6 MOS	-----IN PRIOR STEP-----							
	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J
PBX OPERATOR	P-07	12.532	13.159	13.817	14.508	15.233	15.386	15.540	15.695	16.009	16.329
PBX OPERATOR*	P-07/1	12.227	12.838	13.480	14.154	14.862	15.010	15.161	15.312	15.618	15.931
PROPERTY/EVIDENCE TECH	P-09/A	16.900	17.745	18.632	19.564	20.542	20.748	20.955	21.165	21.588	22.020
PROPERTY/EVIDENCE TECH*	P-09/A/1	16.488	17.312	18.178	19.087	20.041	20.242	20.444	20.649	21.062	21.483
POLICE RECORDS SPECIALIST	P-09/B	17.228	18.090	18.994	19.944	20.941	21.151	21.362	21.576	22.007	22.447
POLICE RECORDS SPECIALIST*	P-09/B/1	16.808	17.649	18.531	19.458	20.430	20.635	20.841	21.050	21.470	21.900
RECORDS SPEC SUPERVISOR	P-15	23.553	24.731	25.968	27.266	28.629	28.916	29.205	29.497	30.087	30.689
RECORDS SPEC SUPERVISOR*	P-15/1	22.979	24.128	25.334	26.601	27.931	28.210	28.493	28.777	29.353	29.940
COMMUNITY SERVICE OFFICER	P-19	19.080	20.034	21.035	22.087	23.191	23.423	23.658	23.894	24.372	24.859
COMMUNITY SERVICE OFFICER*	P-19/1	18.614	19.545	20.522	21.548	22.626	22.852	23.080	23.311	23.778	24.253
POLICE SECRETARY	P-20	19.286	20.250	21.263	22.326	23.442	23.677	23.913	24.152	24.635	25.128
POLICE SECRETARY*	P-20/1	18.815	19.756	20.744	21.781	22.870	23.099	23.330	23.563	24.035	24.515
POLICE OFFICER TRAINEE	P-21	20.896	- SIX MONTH POSITION -								
POLICE OFFICER TRAINEE*	P-21/1	20.386	- SIX MONTH POSITION -								
SENIOR POLICE SECRETARY	P-22	21.215	22.275	23.389	24.559	25.787	26.045	26.305	26.568	27.099	27.641
SENIOR POLICE SECRETARY*	P-22/1	20.697	21.732	22.819	23.960	25.158	25.409	25.663	25.920	26.438	26.967
ANIMAL CONTROL OFFICER											
CRIME PREV SPECIALIST	P-23	21.300	22.364	23.483	24.657	25.890	26.149	26.410	26.674	27.208	27.752
ANIMAL CONTROL OFFICER*											
CRIME PREV SPECIALIST*	P-23/1	20.780	21.819	22.910	24.055	25.258	25.511	25.766	26.024	26.544	27.075
COMMUNICATIONS OPERATOR	P-25	22.476	23.600	24.780	26.019	27.320	27.593	27.869	28.148	28.711	29.285
COMMUNICATIONS OPERATOR*	P-25/1	21.928	23.024	24.175	25.384	26.653	26.920	27.189	27.461	28.010	28.571
SR ANIMAL CONTROL OFFICER	P-30/A	23.604	24.784	26.023	27.325	28.691	28.978	29.267	29.560	30.151	30.754
SR ANIMAL CONTROL OFFICER*	P-30/A/1	23.028	24.180	25.389	26.658	27.991	28.271	28.554	28.839	29.416	30.004
COMM SERVICE OFFICER II	P-30/B	22.142	23.249	24.411	25.632	26.914	27.183	27.454	27.729	28.284	28.849
COMM SERVICE OFFICER II*	P-30/B/1	21.602	22.682	23.816	25.007	26.257	26.520	26.785	27.053	27.594	28.146
YOUTH SERVICE OFFICER	P-31	20.411	21.432	22.503	23.629	24.810	25.058	25.309	25.562	26.073	26.594
YOUTH SERVICE OFFICER*	P-31/1	19.913	20.909	21.954	23.052	24.205	24.447	24.691	24.938	25.437	25.946
COMMUN OPER SUPERVISOR	P-32	26.870	28.213	29.624	31.105	32.661	32.987	33.317	33.650	34.323	35.010
COMMUN OPER SUPERVISOR*	P-32/1	26.215	27.525	28.902	30.347	31.864	32.183	32.504	32.829	33.486	34.156
SUPPORT SERVICES MANAGER	P-35	26.608	27.938	29.335	30.802	32.342	32.665	32.992	33.322	33.988	34.668
SUPPORT SERVICES MANAGER*	P-35/1	25.959	27.257	28.619	30.050	31.553	31.868	32.187	32.509	33.159	33.822
BUREAU MANAGER	P-37	29.802	31.292	32.857	34.499	36.224	36.587	36.952	37.322	38.068	38.830
BUREAU MANAGER*	P-37/1	29.075	30.528	32.055	33.657	35.340	35.694	36.051	36.411	37.139	37.882

* Hired on or after 07/01/2010